## REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

## CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE

## STATE OF SOUTH CAROLINA

Effective Date:

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## **Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household
goods moved by TYTAN-UP MOVING & DELIVERING SERVICES, LLC. These services are
furnished between points and places in South Carolina.

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#### **SECTION 1**

#### 1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

### 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the TYTAN-UP MOVING & DELIVERING SERVICES, LLC office location, and includes the movers estimate return time to the office location.

Number of Movers	<b>Hourly Rate</b>
Two Men and a Truck	\$100.00
Three Men and a Truck	\$130.00
Four Men and a Truck	\$165.00

### 1.2 Office Hours / Minimum Hourly Charges:

TYTAN-UP MOVING & DELIVERING SERVICES, LLC will operate Sunday – Saturday, 7:00 am – 7:00 pm. Extended and holiday hours are available upon request.

Monday- Friday Two-Hour Minimum Charge
Saturday- Sunday Three-Hour Minimum Charge
Recognized Federal Holidays Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in thirty-minute increments. Any interim charge is rounded up to the next thirty-minute increment. If necessary, customers must cancel at least Twenty-Four (24) hours in advance of their scheduled move. If customers fail to cancel within Twenty-Four (24) hours of their move or delivery date, TYTAN-UP MOVING & DELIVERING SERVICES, LLC shall retain the required Fifty Percent (50%) nonrefundable deposit due upon booking. The non-refundable deposit will be determined based upon the estimated quote price you receive prior to moving day. Hourly rates are the same, Seven (7) days a week, Twenty-Four (24) hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

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#### **SECTION 2**

#### 2.0 ADDITIONAL SERVICES

The following charges shall be assessed *in addition* to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

- 2.1 Bulky Article Charges (per item) – All Bulky Articles as defined below are subject to a \$150.00 fee per item in addition to the hourly rate quoted in Section 1.
  - o Large Appliances (refrigerators, freezers, oven ranges, dishwashers, sinks, toilets, washer/dryer)
  - o Gun Cabinets/Safes up to 350 lbs.
  - o Riding Lawnmowers \*owner must have separate insurance
  - o Flat Screen TV's (41 inch or above, includes removal of the mount)
  - o Golf Carts \*owner must have separate insurance

#### 2.2 **Elevator or Stair Carry**

TYTAN-UP MOVING & DELIVERING SERVICES, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

#### 2.3 **Excessive Distance or Long Carry Charges**

TYTAN-UP MOVING & DELIVERING SERVICES, LLC does not charge an additional fee for carrying articles listed in Section 2.1 above, an excessive distance to or from the motor vehicle.

#### 2.4 Pick Up and Delivery

TYTAN-UP MOVING & DELIVERING SERVICES, LLC charges an additional fee for making additional pick-ups or deliveries after the initial stop. The additional fee will be based upon the rates listed in Section 1.1 and 2.1. If TYTAN-UP MOVING & DELIVERING SERVICES, LLC knows about the additional pick-ups or deliveries before the move, they will include the additional fee in their quote to you. If TYTAN-UP MOVING & DELIVERING SERVICES, LLC must make unknown or unexpected additional pick-ups or deliveries, the additional fee will be included in your final invoice based upon the hourly rate in Section 1.1 and any additional fee pursuant to Section 2.1.

#### 2.5 **Packing and Unpacking**

Packing and Unpacking must be scheduled and will occur on a separate day from moving. If it is a packing day only the packing and unpacking rate will apply. If it is a moving day only

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the moving rate will apply (Section 1.1). If it is an unpacking day only the packing and unpacking rate will apply. The hourly packing and unpacking rate is defined in Section 2.5.2.

**2.5.2** The packing and unpacking rates begin at the time of arrival and conclude when packing and/or unpacking is complete. All packing materials are included in the hourly rates.

Hourly Rates: 2 men: \$45.00, 3 men: \$55.00, 4 men: \$65.00.

**2.5.3** TYTAN-UP MOVING & DELIVERING SERVICES, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. TYTAN-UP MOVING & DELIVERING SERVICES, LLC reserves the right to decline any moves consisting of extremely large, heavy, or fragile items.

### 2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

### 2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of TYTAN-UP MOVING & DELIVERING SERVICES, LLC.

#### **SECTION 3**

#### 3.0 RULES AND REGULATIONS

#### 3.1 Claims

- **3.1.1** All claims for loss, damage or overcharge must be written (email is accepted) and should be attached to the Bill of Lading.
- 3.1.2 Visible Damage. At the conclusion of the move, TYTAN-UP MOVING & DELIVERING SERVICES, LLC will inspect all large visible items and the exterior of any boxed items. If there is any visible damage, TYTAN-UP MOVING & DELIVERING SERVICES, LLC and/or the shipper will make notes of the damage and take pictures. At the conclusion of the inspection, both the lead driver and the shipper will execute the Bill of Lading. For all visible damage(s), a reimbursement claim can be made immediately. TYTAN-UP MOVING & DELIVERING SERVICES, LLC reserves the right to repair or replace the items, provided however, that TYTAN-UP MOVING & DELIVERING SERVICES, LLC is not liable for any items boxed by the shipper.

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If it is determined that the damage(s) cannot be repaired, TYTAN-UP MOVING & DELIVERING SERVICES, will replace or compensate for the damage(s) pursuant to Section 4.

- 3.1.3 Concealed Damage. Claimant must notify carrier of all claims for concealed damage(s) within Fifteen (15) days of the move, by calling the office and emailing all notes and pictures. TYTAN-UP MOVING & DELIVERING SERVICES, LLC must be given reasonable opportunity to inspect the damaged items. TYTAN-UP MOVING & DELIVERING SERVICES, LLC reserves the right to repair or replace the items, provided however, that TYTAN-UP MOVING & DELIVERING SERVICES, LLC is not liable for any items boxed by the shipper.
- 3.1.4 Repair, Replacement and Compensation. Although our movers will be careful with your possessions, from time-to-time damages or loss may occur. If damages are caused by our service, TYTAN-UP MOVING & DELIVERING SERVICES, LLC reserves the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, we reserve the right to either replace or compensate for the damage pursuant to Section 4. If there is damage(s), notify TYTAN-UP MOVING & DELIVERING SERVICES, LLC pursuant to Section 3.1.1, 3.1.2, and 3.1.3. No damage claims under this Section 3 will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- **3.1.5 Total Loss.** Although our movers will be careful with your possessions, from time-to-time damages or loss may occur. If a total loss occurs due to a vehicle wreck, fire, or other extraordinary circumstance the shipper will be compensated pursuant to Section 4, subject to the limitations in Section 3.4 and 3.7.

#### 3.1.6 <u>LIMITATIONS ON CLAIM LIABILITY:</u>

TYTAN-UP MOVING & DELIVERING SERCIVES, LLC shall not be liable for replacement or reimbursement of lost or damaged property not reported within 15 days of your move. At all times possible, Claimant shall immediately report lost or damaged property to allow for a Damage Report to be completed.

TYTAN-UP MOVING & DELIVERING SERVICES, LLC shall not be liable for any consequential, liquidated, punitive or other damages.

#### 3.2 Computing Charges

TYTAN-UP MOVING & DELIVERING SERVICES, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1 and 2.

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#### 3.3 Governing Publications

TYTAN-UP MOVING & DELIVERING SERVICES, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

#### 3.4 Items of Particular Value

TYTAN-UP MOVING & DELIVERING SERVICES, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. TYTAN-UP MOVING & DELIVERING SERVICES, LLC will not accept responsibility for safe delivery of such articles if they come into TYTAN-UP MOVING & DELIVERING SERVICES, LLC's possession with or without TYTAN-UP MOVING & DELIVERING SERVICES, LLC's knowledge.

#### 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of TYTAN-UP MOVING & DELIVERING SERVICES, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

#### 3.6 Delays

TYTAN-UP MOVING & DELIVERING SERVICES, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

#### 3.7 Force Majure.

TYTAN-UP MOVING & DELIVERING SERVICES, LLC shall not be liable for any loss, damage, or delay if caused by or resulting from acts or circumstances beyond the reasonable control of TYTAN-UP MOVING & DELIVERING SERVICES, LLC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

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#### **SECTION 4**

#### 4.0 **VALUATION**

#### 4.0.1 Standard

TYTAN-UP MOVING & DELIVERING SERVICES, LLC liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in the custody of TYTAN-UP MOVING & DELIVERING SERVICES, LLC will be settled based upon weight of the article multiplied by \$0.60 per pound. The value is often less than the actual value of your article(s).

### 4.0.2 Maximum Weight

TYTAN-UP MOVING & DELIVERING SERVICES, LLC's liability for a total loss shall be \$0.60 per pound multiplied by the maximum carry weight of the moving truck. TYTAN-UP MOVING & DELIVERING SERVICES, LLC recommends shipper personally hold or obtain insurance on their items prior to the date of moving.

### **SECTION 5**

#### 5.0 **PROMOTIONS**

TYTAN-UP MOVING & DELIVERING SERVICES, LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion.

#### 5.1 **Military**

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active-duty or retired military, that provide proper proof of same. Extra chargeable items will follow rates in Section 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the TYTAN-UP MOVING & DELIVERING SERVICES, LLC office location, and the movers estimate return time to the office location. The Customer's final total invoiced amount will be reduced by Fifty Dollars (\$50.00) for moves with a total invoiced amount of less than Five Hundred Dollars (\$500.00) and by One Hundred Dollars (\$100.00) for moves with a total invoiced amount of more than Five Hundred Dollars (\$500.00).

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